

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

MRI SOFTWARE, LLC,) Case No. 1:12-cv-01082-CAB
(Plaintiff,)
() Judge Christopher A. Boyko
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v.)
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LYNX SYSTEMS, INC.,) **STIPULATED INJUNCTION ORDER**
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Defendant.)

This Action having come before the Court on Plaintiff's Motion for Preliminary Injunction, at which time the Court encouraged the parties to engage in discussions in an effort to resolve issues raised therein, and the parties thereby reaching an agreement, Plaintiff MRI Software, LLC ("MRI") and Defendant, Lynx Systems, Inc. ("Lynx") hereby agree to the entry of this Stipulated Injunction Order (herein, the "Stipulated Order") and to each order, decree and provision set forth herein;

WHEREFORE, the Court having subject matter jurisdiction of the claims and counterclaims asserted by the parties in this Action;

WHEREFORE, the Court, on consent of the parties hereto, having personal jurisdiction over them for the purposes of the relief set forth herein;

WHEREFORE, MRI has secured registrations from the U.S. Copyright office covering the MRI Software, specifically including the registrations attached as Exhibit 1 to MRI's Complaint in this Action;

WHEREFORE, MRI creates and makes available the MRI Software and provides support and maintenance for the MRI Software pursuant to written agreements with its customers;

WHEREFORE, instances of certain versions and portions of the MRI Software were provided by MRI to Lynx pursuant to an agreement between MRI's predecessor-in-interest and Lynx entitled "MRI Product Sub-Licensor and Service Provider Agreement" (the "2002 Agreement");

WHEREFORE, MRI Software remains installed on Computers in the possession, custody or control of Lynx;

WHEREFORE, Lynx uses the MRI Software to provide software support, Customizations and software development to third parties who have purchased licenses to the MRI Software from MRI;

WHEREFORE, Lynx is presently hosting on Computers owned or controlled by Lynx instances of the MRI Software made available by MRI to third party customers;

WHEREFORE, Lynx has advertised and offered the “MRI Report Library” and “Lynx-Products MRI”;

WHEREFORE, the software products included in the “MRI Report Library” and “Lynx-Products MRI” listed on Exhibit A hereto, and the Multi-Report Tool described in Exhibit B hereto are Customizations of the MRI Software created by Lynx or persons acting on Lynx’s behalf;

IT IS HEREBY ORDERED as follows:

1. Within fourteen (14) days of this Stipulated Order, Lynx shall remove and permanently destroy any and all copies of the MRI Software, or any portions of the MRI Software, installed on any Computer owned or controlled by Lynx;
2. Lynx Systems, Inc., its agents, servants, employees, attorneys, representatives, successors and assigns and all persons, firms, or corporations in active concert or participation with Lynx, are hereby enjoined and restrained from:
 - a. copying or distributing any copy, in whole or in part, or publicly displaying, any MRI Software without MRI’s express, written consent;
 - b. copying or distributing any copy, in whole or in part, or publicly displaying or creating any derivative work of any of the Customizations described in Exhibit A and Exhibit B hereto;
 - c. accessing, attempting to access or knowingly facilitating any access to any instance of the MRI Software residing on any Computer owned or controlled by any Master Agreement Signatory;

- d. creating, developing, distributing or implementing any Customization on behalf of any Master Agreement Signatory;
- e. implementing or assisting with the implementation of any Enhancements on behalf of any Master Agreement Signatory;
- f. implementing or assisting with the implementation of any Enhancements on behalf of any MRI client who is not authorized by MRI to receive Enhancements;
- g. creating, developing, distributing or implementing any derivative work of the MRI Software (including, *e.g.*, any modifications to the MRI Software effected through changes to source code, database schema, stored procedures or metadata) on behalf of any Master Agreement Signatory;
- h. providing software hosting services for any party that has not already been identified in writing by Lynx to MRI as currently receiving such hosting services;
- i. copying, distributing, publicly displaying or creating any derivative works of any documentation or training materials created, owned or licensed by MRI;
- j. accessing, attempting to access or knowingly facilitating any unauthorized access to the “myMRI Client Portal” found at <http://www.mrisoftware.com/Support/MyMRI.aspx> or any other Computer owned or controlled by MRI without MRI’s express, written consent;
- k. making any reference to the “MRI Report Library,” “Lynx-Products MRI,” “Multi-Report Tool” or otherwise offering or advertising for resale any Customizations on any website owned or controlled by Lynx (specifically including <http://www.lynxsystemsinc.com/>) or in any other marketing or promotional materials;

- l. making reference to MRI as an “affiliate” on any website owned or controlled by Lynx (specifically including <http://www.lynxsystemsinc.com/>) or otherwise marketing, promoting or advertising itself as having any affiliation with MRI;
- m. knowingly making any false statement regarding MRI, the MRI Software or MRI’s services.

3. The following definitions shall apply to this Stipulated Order:

- a. The term “MRI Software” means all Computer software (including all object code, source code, database schema, stored procedures and metadata, documentation and related files and materials, embodied in any medium) created and/or offered by MRI, exclusive of commercially-available third-party software;
- b. “Master Agreement Signatory” means any third party who has been or is hereafter identified in writing by MRI to Lynx as having entered into an agreement with MRI to receive software maintenance, support or consulting in or after September 2010 on terms substantially similar to the “Master Agreement” filed under seal by MRI with the Court or terms that otherwise prohibit third parties from accessing the client’s instance of the MRI Software;
- c. The term “Customization” means any modification to the MRI Software, or any reports or interfaces within the MRI Software, which are not effected through changes to source code, including without limitation, any modifications made using the MRI Application Tool Kit. To avoid any ambiguity, “Customization” excludes reports or interfaces that are developed solely using third party software and do not result in any modification to any part of the MRI Software;
- d. The term “Enhancement” means new releases, upgrades, updates, patches, hot fixes

and other modifications to the MRI Software, which are effected through changes to source code; and

- e. The term “Computer” shall be construed in its broadest sense to include all computers, including without limitation, all mainframes, servers, personal computers, laptops and other electronic or digital information processing or storage devices.
4. It shall not be a violation of this Stipulated Order for Lynx to engage in the acts set forth in paragraphs 2(c)-2(g) on behalf of a Master Agreement Signatory who has not been identified by MRI to Lynx;
5. It shall not be a violation of this Stipulated Order for Lynx to engage in the acts set forth in paragraphs 2(c)-2(g) on behalf of a Master Agreement Signatory within thirty (30) days of such Master Agreement Signatory being identified by MRI to Lynx;
6. The following shall not result in a violation of paragraph 2(a) or 2(b) of this Stipulated Order: i) temporarily accessing an instance of the MRI Software solely incident to the provision of services by Lynx to an MRI licensee duly authorized by MRI to permit such access by Lynx; or ii) during such duly authorized access, the automatic creation by the MRI Software of a temporary, non-addressable copy of a portion of the MRI Software (e.g., a browser cookie, temporary file, or log file); or iii) during such duly authorized access, displaying, copying or creating a derivative work of an instance of a Customization described in Exhibit A or Exhibit B hereto on behalf of such licensee.
7. Within twenty-one (21) days from the entry of this Stipulated Order, Lynx shall certify to the Court its compliance herewith;
8. The terms of this Stipulated Order shall remain in effect until the entry of a further order by

this Court modifying or vacating such terms.

Dated: November 7, 2012

/s/Georgia Yanchar _____ /s/ John T. McLandrich by telephone consent _____
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Counsel for MRI Software, LLC

Counsel for Lynx Systems, Inc.

IT IS SO ORDERED.

s/ Christopher A. Boyko _____

Hon. Christopher A. Boyko
United States District Judge

Dated: November 9, 2012